the lesser quantity; provided, however, that Seller shall be responsible for failure to deliver priced quantities in accordance with Section 4 below.

4. **PRICING.** If the price on the face of hereof is stated as a basis to a particular option month on the Chicago Board of Trade (CBOT), then this paragraph shall apply. This paragraph does not apply if the flat price is fixed. Seller may price this contract anytime after September 1, 2000. Buyer may require margin money for soybeans priced but not received by Buyer. In order to price this contract, the Seller shall notify the Buyer during the normal trading hours of the CBOT and shall instruct Buyer to fix the Contract price in relation to the current spot price of the nearby CBOT option month. The nearby option month is defined as the option month stated on the face of this contract. On the first notice day of delivery at the CBOT close the nearby option month will be rolled to the next option month. The next option month will then become the nearby option month. The contract will be rolled in this manner to each succeeding option month through the September option. In no event shall the Contract be rolled past the first notice day for the September 2001. If Seller has not priced the Contract by August 15, 2001, then Buyer shall price the Contract at any time determined in Buyer's discretion during the next succeeding thirty (30) days.

5. **FAILURE TO DELIVER PRICED QUANTITY.** If the Seller shall fail to deliver to the Buyer when required by the terms of the Contract any quantity of soybeans as to which the price has been established in accordance with Section 3 above, then as to such quantity Seller shall owe Buyer the difference, if any, between the futures prices at the time Seller fails to complete delivery of the priced quantity and the futures component of the price established for the quantity. (Notwithstanding the foregoing, Buyer shall have no obligation to Seller if the difference described above is a negative number.)

6. **STORAGE AND SHIPMENT.** Seller agrees to store the soybeans at Seller's expense until Buyer has called for full or partial delivery hereunder. All deliveries will be scheduled by Buyer. Buyer may change destination of any shipment at Buyer's expense. If bought Delivered, title and risk of loss pass to Buyer when the soybeans are unloaded at the place of delivery shown hereon. If bought FOB, title and risk of loss pass to Buyer when picked up. The Contract need not be priced for Buyer to take delivery; provided, however, that were required by law or Buyer's procedures, this Contract will be replaced by a credit sale contract if Buyer has received shipments not priced or not paid.

7. **OFFSET.** If Seller is indebted to Buyer for any reason, whether or not related to this Purchase Contract or any other purchase of commodities, the Seller expressly herein agrees that such debt may be offset against amounts owed by Buyer to Seller under this Contract.

Seller: The Scoular Company

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Customer Signature

If Corporation or Partnership, identify your position. (For example, owner or president.)

Addendum for Conventional High Pro